

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ MAR 16 2010 ★

BROOKLYN OFFICE

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THE CITY OF NEW YORK,

Plaintiff,

-against-

06 CV 2233 (JBW) (CLP)

A-1 JEWELRY & PAWN, INC.; ADVENTURE
OUTDOORS, INC.; COLE'S GUN SHOP, INC.;
DUNKELBERGER'S SPORTS OUTFITTERS;
GALLERY DISTRIBUTING INC.; GREG L. DRIGGERS
d/b/a AAA Gun & Pawn Brokers; THE GUN STORE,
INC.; HAROLD W. BABCOCK, JR. d/b/a Webb's
Sporting Goods; JAMES THOMAS FARMER d/b/a Jim's
Guns and Whatever; MICKALIS PAWN SHOP, LLC;
NANCY DAILEY d/b/a Peddler's Post; OLD DOMINION
GUNS & TACKLE, INC.; PATRIOT SERVICES, INC.;
VIRGINIA FIREARMS & TRANSFERS, INC.; WELSH
PAWN SHOP, INC. d/b/a Big Tom's Pawn Shop;
WOODROW C. HOLMAN III d/b/a Woody's Pawn Shop,

Defendants.
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**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT
BETWEEN THE CITY OF NEW YORK AND JAMES T. FARMER JR. D/B/A JIM'S
GUNS AND WHATEVER**

WHEREAS, The City of New York (the "City") and James T. Farmer Jr. d/b/a Jim's Guns and Whatever ("Jim's Guns") entered into a Stipulation and Settlement Agreement (the "Agreement") on December 6, 2006, which was "So Ordered" on September 28, 2007;

WHEREAS, the City and Jim's Guns have agreed to a modification of the Agreement to clarify the effective date and end date of the compliance period specified by the Agreement; and



WHEREAS, the City and Jim's Guns are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Jim's Guns (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.

2. Paragraph 13 of the Agreement is amended as follows:

The duties of the Special Master and the requirement to maintain the Bond, shall terminate retroactively on December 6, 2009, three years from the date of execution of the Stipulation and Settlement Agreement, unless the Special Master determines that, before that date, Jim's Guns and/or each of its owners, employees and agents violated any applicable firearms law or regulation, or failed fully to comply with paragraphs 2-9 of this Stipulation and Settlement Agreement (the "Compliance Period"). Within one week after the execution of this Amendment, the Special Master shall provide to the parties either (a) written certification of compliance from the date of the Special Master's appointment through the end of the Compliance Period, or (b) the reasons for non-compliance. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action. The motion to dismiss shall include the City's consent to termination of the Bond.

The parties intending to be legally bound this 10th day of March 2010, have caused this Agreement to be executed by setting their hands and seals as follows.

Eric Proshansky / AB

MICHAEL A. CARDOZO
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City of New York
Attorney for Plaintiff
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By: Eric Proshansky

James T. Farmer, Jr.

JAMES T. FARMER, JR.

Individually and d/b/a Jim's Guns
and Whatever

Sordani
10 3/15/10